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**1. SECTION 8(A) DIRECT AWARD (JUN 1998) (DEVIATION) (FAR 52.219-70)
(JUN 1998)**

(a) This contract is issued as a direct award document between the contracting activity and the 8(a) contractor pursuant to a Memorandum of Understanding between the Small Business Administration (SBA) and the Department of Energy (DOE). SBA retains responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is:

Small Business Administration
Anchorage District Office
222 West 8th Avenue #67
Anchorage AK 99513-7559

(b) DOE is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract. However, DOE shall give

advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. DOE shall also coordinate with SBA prior to processing any novation agreement. DOE may assign contract administration functions to a contract administration office.

(c) The Contractor agrees:

(1) to notify the Contracting Officer, simultaneously with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637 (a)(21), transfer of ownership or control shall result in the termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership or control.

(2) to adhere to the requirements of 52.219-14, Limitations on Subcontracting.

2. MINIMUM, ESTIMATED AND MAXIMUM QUANTITIES

(a) Upon the receipt of delivery orders issued by the authorized DOE Contracting Officer, the contractor shall deliver the ordered products within the following minimums and maximums: a minimum of \$1,000.00 and a maximum of \$19,000,000.00. There is no minimum or maximum services quantity; the dollar limits govern. In the interest of minimizing the tracking burden on the contractor, the Contracting Officer and the requiring activity, and considering the large number of line items, individual line item quantities are not included in the contract.

3. INDEFINITE QUANTITY (FAR 52.216-22)(OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Delivery-Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may

issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after those specified in the delivery order and/or modifications which were issued prior to contract expiration. The Government may not act to extend the period of performance of any delivery order after the expiration date of the contract.

4. DELIVERY ORDER AUTHORIZATION AND CONTRACT CEILING

Delivery Orders issued under this contract shall be authorized only by a DOE Contracting Officer. Also, the maximum aggregate dollar amount of all Delivery Orders issued under this contract shall not exceed \$19,000,000.00. There is no minimum delivery order or task order amount. Tracking for this requirement is the reason for inclusion of an Authorization Number requirement in all Delivery Orders (see Contract Clauses B.6 and B.7).

5. ORDERING (FAR 52.216-18) (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders by the individuals or activities designated in the contract. Such orders may be issued from the date of contract award through the expiration date of the contract's period of performance.

(b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally or by written telecommunications only if authorized in the Schedule.

6. DELIVERY ORDER LIMITATIONS (FAR 52.216-19) (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than the Guaranteed Minimum Quantity, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

- (1) Any order for a single item in excess of the maximum quantity contained in Clause 2;
- (2) Any order for a combination of items in excess of the maximum quantity contained in Clause 2 or
- (3) A series of orders from the same ordering office within 5 calendar days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 calendar days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

7. ORDERING ACTIVITIES

Supplies or services to be furnished under this contract shall be ordered by issuance of written delivery orders issued by a DOE Contracting Officer or authorized contractor/subcontractor official. Use of this contract is authorized to all DOE offices nationwide, and to DOE contractors and subcontractors for requirements associated with performance of their DOE effort only.

Headquarters delivery or task orders will be initiated by the Office of Information Management (SO-313), except for purchase card actions below \$25,000.00, which may be by any authorized cardholder.

At a minimum, each Delivery Order, including those placed by Credit Card, shall contain the information set forth below:

- (a) Contract Number and Delivery Order Number
- (b) Date of Delivery Order
- (c) Products ordered in the format specified in the Schedule, Clause B.5, Acquisition of Supplies or Services;
- (d) Required delivery location; also individual(s) authorized to accept delivery, if such a designation is desired
- (e) Required delivery date
- (f) Authorization Number (see above)
- (g) Delivery Order point-of-contact name, telephone number and FAX number
- (h) Billing instructions

- (i) accounting and appropriation data

The Contractor (ASRC) shall maintain a file of copies of each order and of each subsequent modification thereto, to be provided upon request to either the COR or the CO.

8. WARRANTY MARKING.

Warranty coverage shall be the standard commercial warranty as established by the product manufacturer for each ordered product. The Contractor shall mark all deliverables which have a commercial warranty with the following information:

- (1) the statement that a warranty exists;
- (2) the substance of the warranty;
- (3) the duration of the warranty;
- (4) the Contractor's point of contact for notification if supplies are found to be defective or incomplete (missing components, manuals, etc.).

9. MARKING (APR 1984)

(a) Each package, report or other deliverable shall be accompanied by a letter or other document which:

- (1) Identifies the contract by number under which the item is being delivered.
- (2) Identifies the deliverable Item Number or Report Requirement which requires the delivered item(s).
- (3) Indicate whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.

(b) For any package, report or other deliverable being delivered to a party other than the Contracting Officer, a copy of the document required in (a) above shall be simultaneously provided to the office administering the contract, as identified in Section G of the contract, or if none, to the Contracting Officer.

10. PACKAGING (APR 1984)

Preservation, packaging, and packing for shipment or mailing of all deliverables hereunder shall be in accordance with good commercial practice and adequate to insure acceptance by common carrier and safe arrival at destination at the most economical rates.

11. NOTICE TO THE GOVERNMENT OF DELAYS